

CITY OF SAN ANTONIO

POLICE DEPARTMENT



REQUEST FOR QUALIFICATIONS
("RFQ")

for

RACIAL PROFILING STUDY

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I. BACKGROUND

Senate Bill 1074 (SB 1074), passed by the 77th Texas Legislature became effective September 1, 2001, and prohibits “Racial Profiling” by law enforcement officers. SB 1074 also established requirements and timelines in the Texas Code of Criminal Procedures for law enforcement agencies to adopt policies and procedures for data collection and the reporting of traffic and pedestrian stops. The collection of required data as a result of traffic stops commenced on January 1, 2002, while the collection of additional categories of data relating to racial profiling in traffic stops as well as pedestrian stops began January 1, 2003.

In order to better address the requirements stipulated in SB 1074 as well as achieving Department-initiated goals, the San Antonio Police Department (SAPD) applied for and secured grant funding from the U.S. Department of Justice, Office of Community Oriented Policing Services for the “Creating a Culture of Integrity” initiative. The initiative is focused on creating a community-policing environment that fosters trust and mutual respect between police and citizens. This project will assist in implementing proven community policing strategies that will build upon the integrity of our department. A portion of the grant monies received will fund the analysis and reporting of the data collected.

II. SCOPE OF SERVICES

The City of San Antonio Police Department seeks qualifications from qualified respondents to produce a report on the collected racial profiling data for the 2002 calendar year

SAPD is seeking an outside independent consultant to conduct a statistical analysis, utilizing generally accepted metrics to identify outlying trends and/or issues, of racial profiling data collected for the 2002 calendar year. Once the data is analyzed interpret the data in terms of:

1. Comparative benchmarks for “typical” stops per shift per officer;
2. The existence and/or nature of any problems revealed by the data;
3. A description and discussion of any issues raised by the data;
4. Any conclusions that might be drawn from the data;
5. Provide training recommendations if needed;
6. Make recommendations on the future collection of racial profiling data.

The Data: The data, which consists of approximately 284,000+ records dating from January through December 2002 (In a text format), contains 16 fields per record, and are listed below:

- Source of information
- Date of contact
- Final Offense
- Type of ticket for violation
- Time
- District
- Location of Stop

- Badge of handling officer (confidential)
- Duration of Stop
- Race
- Gender
- Use of video
- Reason for search
- Contraband seized
- Reason for contact
- Disposition of contact

The racial profiling data collected is a result of the department's mandatory policy of documenting all stops or detentions initiated by an officer. Officers are required to annotate the racial profiling data on departmental forms, which are tabulated into a database. The respondent selected to conduct the study will be provided with the collected racial profiling data within ten (10) business days after approval and execution of a City ordinance by the San Antonio City Council. All policies, procedures, bulletins and forms related to the racial profiling data collected will be provided to the approved respondent to conduct the study. Upon request by the approved respondent, and if determined to be relevant and necessary by SAPD, additional data sets will be provided within a reasonable time period. A sample of the data set collected may be provided to the recommended respondent pending approval by the San Antonio City Council.

The final report will be as long as the approved respondent feels is necessary in order to present analytical findings and recommendations for future data collections. The final report should contain tables and graphs that will include, but are not necessarily limited to, the identification of any outlying trends and/or training issues. The final report should include proper citations of reference materials, if applicable. The final report will be presented in a hard copy format to the Resource Management staff on the established due date with the exception of any negotiated extensions. With appropriate notice, the approved respondent will be expected to meet with SAPD staff in person to discuss findings as the analysis progresses and provide a formal presentation to City Council and/or Senior City Management if determined to be necessary by SAPD.

III. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received

by local government or any of its officers or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by any contract awarded pursuant to this RFQ, will belong to and be the property of the City. Respondent, if awarded this contract, will be required to turn over to the City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without the City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

IV. CERTIFICATIONS

Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

V. INTELLECTUAL PROPERTY

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

1. Either:
 - a) obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
 - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

- c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. Respondent further agrees to:

- a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
- b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

- Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
- that the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the City's negligent act or omission, and
- that the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

VI. TERM OF CONTRACT

The anticipated term of the proposed contract is four (4) months from the effective date of City Council approval.

VII. RESPONSE REQUIREMENTS

Respondent's Submission shall include the following items in the following sequence:

- A. EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.
- B. RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE: Completed Respondent Qualification General Questionnaire. (Attachment A)
- C. DISCRETIONARY CONTRACTS DISCLOSURE: Completed Discretionary Contracts Disclosure Form. (Attachment B) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the response.
- D. LITIGATION DISCLOSURE: Completed Litigation Disclosure Form. (Attachment C) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the response.
- E. PRICING SCHEDULES: List all fees associated with the provision of services by Respondent, if selected. (Attachment D)
- F. BROCHURES: Include brochures and other relevant information about Respondent you wish the City to consider in its selection.
- G. REFERENCES AND QUALIFICATIONS:
 - 1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés of key personnel for services that Respondent proposes to perform.
 - 2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFQ.
 - 3. Specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
 - 4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
 - 5. Respondent shall provide three (3) references, preferably from municipalities, for whom Respondent has provided services. Include current phone number for each reference.
 - 6. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed. (Attachment G)

H. SIGNATURE PAGE: Respondent must complete and include Signature Page with response. A person must sign the Signature Page, or persons, authorized to bind the entity, or entities, submitting the response. Responses signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. (Attachment H)

I. RESPONSE CHECKLIST: Completed response checklist. (Attachment I)

Respondent is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S RESPONSE BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

VIII. AMENDMENTS TO RFQ

Changes or amendments to this RFQ, as well as City responses to "Requests for Clarification," will be posted on the City's website at <http://www.sanantonio.gov/rfp/>. It is the Respondent's responsibility to review this site periodically and ascertain whether any amendments have been made, or additional information made available, prior to submission of a response. A Respondent, who does not have access to the Internet, must notify City in accordance with Section VIII. A., Restrictions on Communication that Respondent wishes to receive copies of amendments, and any other publicly-posted information, to this RFQ by mail.

IX. SUBMISSION OF RESPONSES

A. Respondent shall submit 12 copies of the Response, with the original signed in ink, in a sealed package, and clearly marked on the front of the package, "Racial Profiling Study RFQ." All Responses must be received in the City Clerk's office by no later than 2 p.m. central standard time, February 21, 2003 at the address below. Any Response received after this time shall not be considered.

Mailing Address:

City of San Antonio
Office of the City Clerk
P.O. Box 839966,
San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio
Office of the City Clerk 100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205.

RESPONSES SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

- B. Response Format: Each Response shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be double spaced and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Maximum number pages allowed shall be fifty (50), including required attachments. Each page shall be numbered. Electronic files shall not be included as part of the Response; compact disks and/or computer disks submitted, as part of the Response shall not be considered. Each Response must include the sections and attachments in the sequence listed in the Response Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the Response.
- C. Respondents who submit responses to this RFQ shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Response.
- If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its Response, the Chief of the San Antonio Police Department shall have the discretion, at any point in the contracting process, to suspend consideration of the Response.
- D. All provisions in Respondent's Response, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a Response is accepted, throughout the entire term of the contract.
- E. All Responses become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Response, the Pre-Response conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

X. RESTRICTIONS ON COMMUNICATION

Once the RFQ has been released, Respondents are prohibited from communicating with City staff or City officials regarding the RFQ or Responses, with the following exceptions:

- A. Questions concerning this RFQ shall be directed, in writing only, to the San Antonio Police Department, **Attn: Lieutenant Quinton Lashbrook of the San Antonio Police Department, at 214 W. Nueva San Antonio, Texas 78207**. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile at **210-207-4369** or e-mail, qlash@sanantonio.gov will be accepted. No inquiries or questions will be answered if received after 2 P.M. on February 12, 2003, to allow ample time for distribution of answers and/or amendments to this RFQ. Respondents wishing to receive copies of the questions and their responses must notify the City's Contact Person in writing prior to the date and time the questions are due.
- B. Respondent shall not contact City employees or Officers before an award has been made, except as set out herein. Violation of this provision by Respondent or his agent may lead to disqualification of his Response from consideration.
- C. The City reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.

XI. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Responses received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each Response will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Responsiveness to the Request for Qualifications (40%)
 - 1. Requested information included and thoroughness of response.
 - 2. Understanding and acceptance of the scope of services.
 - 3. Acceptance of the RFQ and Contract terms.

4. Clarity and conciseness of the response.
- B. Respondent's background and capability to provide the services requested (Attachment G) (60%).
1. Background of Respondent.
 2. Respondent's support personnel, including professional qualifications and length of time working in Respondent's capacity.
 3. Relevant experience of Respondent.
 4. Specific experience with public entity clients, especially large municipalities.
 5. Resources available to support this project, including total number of employees, number and location of offices, number and types of equipment available.
 6. References.

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. The City reserves the right to award one, more than one or no contract(s) in response to this RFQ.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Response(s) is deemed most advantageous to the City, as determined by the selection committee, upon approval of the City Council.
- C. The City may accept any Response in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of the City. However, final selection of a Respondent is subject to the City Council approval.
- D. The City reserves the right to accept one or more Responses or reject any or all Responses received in response to this RFQ, and to waive informalities and irregularities in the Responses received. The City also reserves the right to terminate this RFQ, and re-issue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- E. The City will require the selected Respondent(s) to execute the contract in substantially the form as attached with the City, prior to the City Council award. No work shall commence until the City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFQ and the Contract. Contract documents are not binding on the City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFQ does not commit the City to enter into a Contract, award any services related to this RFQ, nor does it obligate the City to pay any costs incurred in preparation or submission of a Response or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.

- H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officers nor employees of the City, as defined in Part B, Section 10 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Attachment __)

- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that the City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

XIII. SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this RFQ:

RFQ Solicitation Period	<u>February 2 – 20, 2003</u>
Final Questions Accepted	<u>February 12, 2003</u>
Responses Due	<u>February 21, 2003</u>
Evaluations Conducted	<u>February 24 – 28, 2003</u>
Contract considered by City Council	<u>March 20, 2003</u>

ATTACHMENT A
RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: _____
2. Address: _____

3. Telephone/FAX: _____
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its response?
Yes____ No____
5. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____
6. Where is the Company's corporate headquarters located? _____
7. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____
If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

8. Indicate person whom the City may contact concerning your response or setting dates for meetings.

Name: _____
Address: _____
Telephone: _____
FAX: _____
Email: _____
9. Surety Information

Have you or the Company ever had a bond or surety canceled or forfeited? Yes____ No____
If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. _____

10. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes___ No___

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

11. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT B
DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below for the discretionary contract is the subject of council action, and no later than five (5) business days after any change out which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a response for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

(2) the identity of any **business entity** that would be a party to the discretionary contract:

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

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Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a response for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Responses

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

ATTACHMENT C

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your response from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your response.

ATTACHMENT D

PRICING SCHEDULE

State any and all fees you would charge to provide all services listed in this RFQ if awarded a contract pursuant to this RFQ.

ATTACHMENT E

INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFQ, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the San Antonio Police Department, 214 W. Nueva San Antonio, Texas 78207, Attn: Lieutenant Quinton Lashbrook, which shall be clearly labeled Racial Profiling Study in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the San Antonio Police Department, Attn: Lieutenant Quinton Lashbrook, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City.

- | | |
|---|--|
| 1. Professional Liability
(Claims Made Form) | \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services. |
|---|--|

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to the City at an address provided by the City within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by the City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio
Risk Management
Racial Profiling Study
P. O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Police Department
Racial Profiling Study
P.O. Box 839966
San Antonio, Texas 78283-3966

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

RESPONDENT, if selected, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to RESPONDENT, if selected, related to or arising out of RESPONDENT's, if selected, activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's, if selected, cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with

any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONSULTANT related to or arising out of contractor's activities under this contract.

ATTACHMENT G

REFERENCES AND QUALIFICATIONS

1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés of key personnel for services that Respondent proposes to perform.
2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFQ.
3. Specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. Respondent shall provide three (3) references, preferably from municipalities, for whom Respondent has provided services. Include current phone number for each reference.
6. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.

YOU MAY INSERT ADDITIONAL PAGES AS NECESSARY

ATTACHMENT H

SIGNATURE PAGE

“✓” Check box that indicates business structure of Respondent

- ☐ Individual or Proprietorship
- ☐ Partnership or Joint Venture
- ☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Response Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Response as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

11-digit Comptroller's Taxpayer Number

Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____

By: _____

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Employer Identification Number

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFQ, Respondent will be able and willing to execute a contract in the form shown in the RFQ, as attached and set out in Attachment _____, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in Attachments _____ & _____.
3. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Response and during Response process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of Response from consideration.
5. Respondent agrees to fully and truthfully submit a General Questionnaire and with understanding failure to fully disclose requested information may result in disqualification of Response from consideration or termination of contract, once awarded.

ATTACHMENT I

RESPONSE CHECKLIST

This checklist is to help the Respondent ensure that all required documents have been included in its response.

Document	Check or Initial to Indicate Document is Attached to Response
Executive Summary	
Respondent Qualification General Questionnaire (Attachment A in RFQ)	
*Discretionary Contracts Disclosure (Attachment B in RFQ)	
Litigation Disclosure (Attachment C in RFQ)	
Pricing Schedule (Attachment D in RFQ)	
References and Qualifications (Attachment G in RFQ)	
*Signature Page (Attachment H in RFQ)	
Response Checklist (Attachment I in RFQ)	
12 Copies of Response	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of Response.**
